vss

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.1350 OF 2005
IN
CHAMBER SUMMONS NO.370 OF 2001
IN
CHAMBER SUMMONS NO.125 OF 2004
IN
EXECUTION APPLICATION NO.303 OF 1997

The Kapol Co-op. Bank Ltd. ... Disputant

V/s.

M/s.Bhalchandra Enterprises & Ors. ... Respondents

And

Vasant Sahakari Bank Ltd. ... Applicant

Mr.K.M. Sangad for Disputant
Mr.T.S. Ingale for Applicant
Ms.L.Munim for Respondent No.2

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **DECEMBER 20, 2005**

P.C.:

. This Chamber Summons has been taken out to allow the applicant-Bank to sell the premises to 3-Dimension Investments, Malad (West), Mumbai (for short, 'third party'). According to the applicant-bank, the third party is willing to purchase the flat for Rs.65,15,218/-. Mr.Ingale, in support of the Chamber Summons, submits that by an order of Kamdar, J., the applicant-Bank was permitted to sell the flat with the reserved bid of Rs.65 lacs. After the sale was

complete, the proceeds were to be deposited in the Court and the sale was to be made as per the directions issued by Baam, J. in the order dated 10.10.2001.

2. The order of Baam, J. directs that the suit flat should be sold in accordance with the procedure laid down under the Code of Civil Procedure and the reserve bid was fixed at amount not less than Rs.65 lacs. Therefore, the prayer to sanction the sale of the suit property to the third party is refused.

3. Mr.Ingale, appearing for the applicant-Bank, submits that although the buyers may be available, it is difficult to get any better buyer since the Judgement Debtors refuse to permit the prospective buyers to inspect the flat. This attitude of the Judgment Debtors must be deprecated. However, once the prospective buyers are available, the Judgment Debtors shall permit the prospective buyers to inspect the suit premises.

4. Chamber Summons is disposed off in the above terms.